

CAUSE NO: C-3173-21-F

DAVID FLORES
Plaintiff

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IN THE DISTRICT COURT

**V.**

           JUDICIAL DISTRICT

**DANTE JOVON HARRISON,  
LIBERTY TRUCK & TRAILER  
LEASING & SALES, LLC AND  
MELTON TRUCK & TRAILER SALES  
Defendants**

HIDALGO COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

**TO THE HONORABLE JUDGE OF SAID COURT:**

**NOW COMES**, DAVID FLORES, hereinafter referred to by name or collectively as Plaintiff, complaining of and about DANTE JOVON HARRISON, LIBERTY TRUCK & TRAILER LEASING & SALES, LLC AND MELTON TRUCK & TRAILER SALES, hereinafter referred to by name or as Defendants, and for cause of action show unto the Court the following:

I.

## DISCOVERY CONTROL PLAN

Plaintiff intends to conduct discovery under Level 3 pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

## II.

## JURISDICTION

Jurisdiction is appropriate in this Court in that this is a lawsuit seeking damages in excess of the minimum jurisdictional limits of the district courts of the State of Texas, and this court has

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personal jurisdiction over Defendants. Plaintiff seeks damages in excess of the minimum jurisdictional limits of this court.

**III.****VENUE**

Venue is proper in Hidalgo County, Texas because the collision made the basis of this lawsuit occurred in said county and thus, all or a substantial part of the events or omissions giving rise to the claim occurred in Hidalgo County, Texas. See Texas Civil Practice and Remedies Code §15.002(1).

**IV.****PARTIES**

Plaintiff, DAVID FLORES., is a resident of Hidalgo County, Texas.

Defendant, DANTE JOVON HARRISON, is an individual who resides in Greenville County, Texas, and may be served with process at his home at the following address: 103 Caney Branch Rd., Emporia, VA 23847 or wherever he may be found. **Service of Citation is requested by private process service.**

Defendant, LIBERTY TRUCK & TRAILER LEASING & SALES, LLC, is an Oklahoma Corporation. Defendant may be served with process by service upon its registered agent for service, Kenneth F. Albright, 15 W. 6<sup>th</sup> St., Ste 2600, Tulsa, OK, 74119-5413. **Service of Citation is requested by private process service.**

Defendant, MELTON TRUCK & TRAILER SALES, is an Oklahoma Corporation. Defendant may be served with process by service upon its registered agent for service, Kenneth F. Albright, 15 W. 6<sup>th</sup> St., Ste 2600, Tulsa, OK, 74119-5413. **Service of Citation is requested**

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by private process service.

V.

**FACTS**

It has become necessary to bring this cause of action because of injuries and damages sustained by Plaintiff on or about September 29, 2019, in Hidalgo County, Texas, as a result of an auto collision.

During the collision at issue, Plaintiff, **DAVID FLORES**, driver in a 2008 Mazda 3, was traveling west at the 300 block of FM 2812. At the time in question, Defendant, **DANTE JOVON HARRISON**, was in a 2020 Kenworth Tractor Trailer towing utility trailer MFG, traveling East at the 300 block of FM 2812 attempting to turn left into the private drive way of 8420 North IH-69C in furtherance of Defendants' business interest and failed to control speed. Defendant, **DANTE JOVON HARRISON** was negligent in the operation of his motor vehicle, and due to his negligence Defendant without warning or notice struck Plaintiff's motor vehicle. As a result of Defendant, **DANTE JOVON HARRISON**'s, negligent acts and omissions, Plaintiff sustained serious and disabling personal injuries that have required medical treatment. Plaintiff seeks unliquidated damages within the jurisdictional limits of the Court.

VI.

**AGENCY AND RESPONDEAT SUPERIOR**

Whenever in Plaintiff's Original Petition it is alleged that **LIBERTY TRUCK & TRAILER LEASING & SALES, LLC** Defendants did any act or thing, it is meant that **LIBERTY TRUCK & TRAILER LEASING & SALES, LLC** Defendants, or agents, officers,

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partners, servants, employees or representatives did such act or thing and it was done with full authorization or ratification of LIBERTY TRUCK & TRAILER LEASING & SALES, LLC. Defendants or done in the normal routine, course and scope of the agency or employment of LIBERTY TRUCK & TRAILER LEASING & SALES, LLC Defendants to its agent, officers, partners, servants, employees or representatives.

Whenever in Plaintiff's Original Petition it is alleged that MELTON TRUCK & TRAILER SALES Defendant did any act or thing, it is meant that MELTON TRUCK & TRAILER SALES Defendant, or agents, officers, partners, servants, employees or representatives did such act or thing and it was done with full authorization or ratification of MELTON TRUCK & TRAILER SALES Defendant or done in the normal routine, course and scope of the agency or employment of MELTON TRUCK & TRAILER SALES Defendant to its agent, officers, partners, servants, employees or representatives.

**VII.****CAUSES OF ACTION**

Defendants committed acts and/or omissions, singularly or in combination with others, which constitute negligence and proximately caused the collision made the basis of this action and which resulted in the injuries of the Plaintiff.

**A) Negligence of Defendant DANTE JOVON HARRISON**

Defendant DANTE JOVON HARRISON breached the duty owed to the Plaintiff to exercise reasonable care by committing the following act and/or omissions:

- a. Driver inattention;

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- b. Failing to keep the vehicle under control;
- c. Failing to take proper evasive action;
- d. Failing to obtain or have the necessary knowledge, training and experience to safely operate the vehicle;
- e. Failing to timely apply the brakes;
- f. Failing to operate the vehicle in a reasonable and prudent manner;
- g. Failing to keep a proper lookout as a person using ordinary care would have done under the same or similar circumstances; and
- h. All other acts and/or omissions that may be shown at the trial of this matter. .

Plaintiff alleges that the actions or inactions of Defendant DANTE JOVON HARRISON constituted negligence and such negligence was a proximate cause of Plaintiff's injuries as will be set out below.

**B) Negligence of Defendants LIBERTY TRUCK & TRAILER LEASING & SALES, LLC.**

LIBERTY TRUCK & TRAILER LEASING & SALES, LLC Defendants are also liable for Plaintiff's damages under the doctrine of *Respondeat Superior*, as Defendant DANTE JOVON HARRISON was on a mission for the commercial benefit of LIBERTY TRUCK & TRAILER LEASING & SALES, LLC Defendants at the time of the collision, Defendant DANTE JOVON HARRISAON was subject to the control of LIBERTY TRUCK & TRAILER LEASING & SALES, LLC Defendants as to the details of the mission and was driving in the course of scope of his employment with LIBERTY TRUCK & TRAILER LEASING & SALES, LLC Defendants.

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LIBERTY TRUCK & TRAILER LEASING & SALES, LLC Defendants breached the duty owed to the Plaintiff to exercise reasonable care by committing the following acts and/or omissions:

- a. Negligently entrusting the 2020 Kenworth Tractor Trailer with the utility trailer MFG to Defendant DANTE JOVON HARRISON;
- b. Failing to supervise the conduct of its drivers;
- c. Failing to train drivers regarding safe vehicle operation on the roadways;
- d. Failing to evaluate the qualifications of Defendant DANTE JOVON HARRISON;
- e. Failing to oversee the operation of vehicle operated by Defendant DANTE JOVON HARRISON;
- f. Failing to ensure its vehicles are adequately and properly maintained.
- g. Failing to train, supervise and implement safety policies for its drivers;  
and
- h. All other acts and/or omissions that may be shown at the trial of this matter.

Plaintiff alleges that the actions or inactions of LIBERTY TRUCK & TRAILER LEASING & SALES, LLC Defendants constituted negligence and such negligence was a proximate cause of Plaintiff's injuries as will be set out below.

**C-3173-21-F****C) Negligence of Defendants MELTON TRUCK & TRAILER SALES**

MELTON TRUCK & TRAILER SALES Defendants are also liable for Plaintiff's damages under the doctrine of *Respondeat Superior*, as Defendant DANTE JOVON HARRISON was on a mission for the commercial benefit of MELTON TRUCK & TRAILER SALES Defendants at the time of the collision, Defendant DANTE JOVON HARRISAON was subject to the control of MELTON TRUCK & TRAILER SALES Defendants as to the details of the mission and was driving in the course of scope of his employment with MELTON TRUCK & TRAILER SALES Defendants.

MELTON TRUCK & TRAILER SALES Defendants breached the duty owed to the Plaintiff to exercise reasonable care by committing the following acts and/or omissions:

- i. Negligently entrusting the 2020 Kenworth Tractor Trailer with the utility trailer MFG to Defendant DANTE JOVON HARRISON;
  - j. Failing to supervise the conduct of its drivers;
  - k. Failing to train drivers regarding safe vehicle operation on the roadways;
  - l. Failing to evaluate the qualifications of Defendant DANTE JOVON HARRISON;
  - m. Failing to oversee the operation of vehicle operated by Defendant DANTE JOVON HARRISON;
  - n. Failing to ensure its vehicles are adequately and properly maintained.
  - o. Failing to train, supervise and implement safety policies for its drivers;
- and

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p. All other acts and/or omissions that may be shown at the trial of this matter.

Plaintiff alleges that the actions or inactions of MELTON TRUCK & TRAILER SALES Defendants constituted negligence and such negligence was a proximate cause of Plaintiff's injuries as will be set out below.

**VIII.****DAMAGES**

As a direct and proximate and producing result of the occurrence made the basis of this lawsuit and the conduct of Defendants, Plaintiff was caused to suffer personal bodily injuries. Plaintiff has experienced physical pain and mental anguish and will, in all reasonably probability, continue to do so in the future by reason of the nature and severity of his injuries.

As a direct and proximate result of the occurrence made the basis of this lawsuit, Plaintiff has incurred and is seeking the following damages:

1. Reasonable expenses of necessary medical care incurred in the past;
2. Reasonable expenses of necessary medical care that, in reasonable probability, Plaintiff will incur in the future;
3. Physical pain and mental anguish sustained in the past;
4. Physical pain and mental anguish that, in reasonable probability, Plaintiff will sustain in the future;
5. Physical impairment sustained in the past;
6. Physical impairment that, in reasonable probability, Plaintiff will sustain in the future;



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7. Physical disfigurement sustained in the past;
8. Physical disfigurement that, in reasonable probability, Plaintiff will sustain in the future;
9. Loss of Consortium in the past, including damages to the family relationship, loss of care, comfort, solace, companionship, protection, services, and/or physical relations; and
10. Loss of Consortium in the future including damages to the family relationship, loss of care, comfort, solace, companionship, protection, services, and/or physical relations.

**IX.****RANGE OF DAMAGES**

By order of the Texas Supreme Court effective January 1, 2021, in an effort to further invade the province of the jury system, the Court has modified Texas Rule of Civil Procedure 47(c) and now requires Plaintiff to state the range of damages. Although some believe such an act impermissibly invades the province of the jury, and that by doing so, suggests that jurors are unable to carry out their constitutional obligation to decide this case based upon the facts and arrive at a full and fair measure of damages suffered by Plaintiff, Plaintiff is forced to comply with this order. Ultimately, Plaintiff will ask a jury of his/her peers to assess a fair and reasonable amount of money damages as compensation for the loss suffered. However, by mandate of the Texas Supreme Court and in accordance with the Texas Rule of Civil Procedure, Plaintiff seeks monetary relief over \$1,000,000.00, including any penalties, court costs, expense, prejudgment interest and attorney fees. However, Plaintiff reserves the right to either file a trial amendment or an amended pleading on this issue should subsequent evidence show this figure to

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be either too high or too low.

**X.**

**NOTICE OF INTENT TO USE DOCUMENTS PRODUCED BY DEFENDANTS IN  
RESPONSE TO PLAINTIFF'S WRITTEN DISCOVERY PURSUANT TO TEXAS  
RULES OF CIVIL PROCEDURE, RULE 193.7**

Plaintiff hereby serves notice that Plaintiff intends to use any and all documents produced by Defendants in response to written discovery propounded to the Defendants. As such the produced documents are self-authenticating pursuant to TRCP, Rule 193.7.

**XI.**

**PLAINTIFF'S REQUEST FOR NOTICE BY DEFENDANTS OF INTENT TO  
SEEK ADMISSION OF CRIMINAL CONVICTIONS OF WITNESSES PURSUANT TO  
TEXAS RULES OF EVIDENCE, RULE 609(f)**

Plaintiff hereby requests, pursuant to Rule 609(f) of the Texas Rules of Evidence, that Defendants provide advance written notice of intent to seek admission of criminal convictions, as defined in TRE, Rule 609(a) against any witness designated by any party as a relevant fact witness, testifying expert witness and/or consulting expert witness whose mental impressions or opinions have been reviewed by a testifying expert witness.

**XII.**

**REQUEST FOR JURY TRIAL**

Under the authority of the United States Constitution, Texas Constitution, and the Texas Rules of Civil Procedure, Plaintiff exercises his guaranteed right to, and hereby request, a trial by

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Respectfully Submitted,

/s/Francisco J. Garza

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**ATTORNEYS FOR PLAINTIFF**

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